



## Term Contract

Vendor No. 100110968  
Contact Marla Mitchell  
Your reference SP-06-0329

GORDON FOOD SERVICE INC  
PO Box 1787  
GRAND RAPIDS MI 49501

Contract No. 4600011322  
Date 07/31/2006

Contact Howard Nesmith  
Telephone 501-371-6055  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

AS SPECIFIED ON AGENCY'S PURCHASE  
ORDER

Ship To:

Valid from: 08/04/2006

Valid to: 06/30/2008

REFERENCE TRACKING NUMBER: SP-06-0329  
COMMODITY: GROCERIES  
CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 4, 2006 through JUNE 30, 2008

\* \* \* ZONE THREE AWARD \* \* \*

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: Gordon Food Service  
VENDOR PHONE #: 800-968-7500  
VENDOR FAX # 616-717-9142  
VENDOR E-MAIL ADDRESS: mmitchell@gfs.com  
FEDERAL ID#: 38-3569140

F.O.B.: AS SPECIFIED BY AGENCY PURCHASE ORDER

**SUMMARY REPORTS**

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, zone, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by October 1, 2007 to cover orders placed during the first 12 months of this contract.

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All purchasing rules and regulations defined by the State of Arkansas apply to this document.

  
Purchasing Official/Fiscal Officer

8/4/06  
Date

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A second report, covering orders for the second period of this contract, will be required by October 1, 2008, after contract expiration. Both reports should be sent to the attention of Howard Nesmith, Buyer.

**MANDATORY USAGE**

This contract is mandatory for the agencies listed in this document and it shall be up to the successful contractors to extend cooperative participation to other state agencies not listed.

**QUANTITIES:**

Quantities represented herein are estimates only for one (1) year and should not be construed as maximum or minimum requirements. Quantities are accurate to the best of our ability, but do not represent a minimum or maximum requirement. User agency population fluctuations may effect the total requirements for each line item.

**SPECIFICATIONS:**

Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement, Attn: Howard Nesmith, Buyer if they do not conform to specifications. Arrangements may be made for a State or Federal Inspector to examine the product to verify nonconformance.

Drain weights, minimum weights for the items listed shall conform to those specified in the applicable current federal standard for grade for the product.

PRIVATE LABEL PRODUCTS WILL NOT BE ACCEPTED WHEN SPECIFIC BRANDS HAVE BEEN REQUESTED. PACKER BRAND IS NOT ACCEPTABLE AS SPECIFYING BRAND NAME.

No distressed or salvaged food will be accepted.

All products delivered shall be from the latest season's pack. All products will be delivered in first-class condition. No damaged cans or bags will be accepted. Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

**SHELF LIFE OF FOOD:**

SIX MONTHS - Powdered milk, dried fruit and vegetables and crackers.

ONE YEAR - Canned condensed meat and vegetable soups, canned fruits, fruit juice and canned vegetables, peanut butter, jelly, nuts.

All other items must have a 60-day shelf life from the time of delivery.

**AUTHORIZATION FOR SHIPMENT:**

Purchase order from the using agency will authorize shipment. Orders from the agency shall be placed with the vendor seven (7) days prior to the specified delivery date.

**PACKAGING/TRANSPORTING:**

Products delivered shall be processed and packed in accordance with good commercial practice and shall

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conform to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect at time of shipment.

Shipping cases shall be plainly marked on one end describing name and brand of product, quantity and weight of cartons.

**DELIVERY:**

DELIVERY IS F.O.B. DESTINATION PREPAID FREIGHT - INSIDE DELIVERY WITH SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER OR AS SPECIFIED ON AGENCY PURCHASE ORDER TO VARIOUS FOB POINTS AS LISTED IN BID.

All transportation expenses will be the responsibility of the contractor.

**DELIVERY REQUIREMENTS:**

The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency.

Some agency's have special limitations as to truck size, delivery dock and material handling capabilities that must be adhered to. Such special instructions will be indicated on the agency's purchase order. Actual examples of limitations include but are not limited to: Southeast Arkansas Community Corrections, Pine Bluff, AR has no delivery dock; Omega Center, Malvern, AR can not accept trucks larger than 48 foot; Arkansas School for the Blind, Little Rock, AR has no delivery dock, inside delivery location below ground level with very limited usage of elevator.

"Working days" shall be defined as Monday thru Friday of each week exclusive of all official State holidays.

All deliveries must be coordinated with the state agency. Vendors unable to make scheduled deliveries for any reason shall notify recipient agency in advance (preferably 24 hours, if possible) of delivery schedule problems.

All purchase orders received on the last day of the contract must be shipped at the contract price.

Any item listed herein that is not delivered in a timely manner or when delivered does not conform to the requirements of the purchase order, may be purchased on the open market by the using agency. The contract vendor may be charged for any product cost incurred by the state that is in excess of the contracted price.

Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

**REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:**

All returns, such as dented cans, broken cases or unusable product shall be picked up by the vendor within thirty days. After thirty days the agency may discard product. If replacement or credit is not made within thirty (30) days the credit will be deducted from the vendor's unpaid invoice.

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**PRICE ESCALATION:**

For the initial contract all prices quoted shall be firm through October 31, 2006.

It should be noted that item(s) price decrease will be expected and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available once every 4 months. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement, Attn: Howard Nesmith, Buyer.

For price changes effective November 1, 2006 through February 28, 2007 requests must be submitted between October 1, 2006 through October 15, 2006.

For price changes effective March 1, 2007 through June 30, 2007 requests must be submitted between February 1, 2007 through February 15, 2007.

For price changes effective July 1, 2007 through October 31, 2007 requests must be submitted between June 1, 2007 through June 15, 2007.

For price changes effective November 1, 2007 through February 28, 2008 requests must be submitted between October 1, 2007 through October 15, 2007.

For price changes effective March 1, 2008 through June 30, 2008 requests must be submitted between February 1, 2008 through February 15, 2008.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Price increases will be limited to the actual dollar increase per case incurred by the awarded contractor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not acceptable due to any reason, price will then be negotiated with the Office of State Procurement.

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Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations. In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "All or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

### THE AGENCIES ARE AS FOLLOWS:

#### ZONE 1

Arkansas Department of Correction  
Warehouse Dist.  
7600 Correction Circle  
Pine Bluff, AR 71601

Arkansas Health Center  
6701 Hwy 67  
Benton, AR 72015

Human Development Center  
Alexander Unit  
Alexander, AR 72002

School for the Blind  
2600 W. Markham  
Little Rock, AR 72205

School for the Deaf  
2400 W. Markham  
Little Rock, AR 72205

Human Development Center  
Conway Unit  
Siebenmorgan Road  
Conway, AR 72032

Hot Springs Rehab. Center  
105 Reserve  
Hot Springs, AR 71902

Southeast Arkansas  
Community Correction Ctr.  
7301 West 13th  
Pine Bluff, AR 71602

Central Arkansas

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Community Correction Ctr.  
4823 West 7th  
Little Rock, AR 72204

Omega Center  
104 Walco Lane  
Malvern, AR 72104

ZONE 2  
Human Development Center  
Booneville Unit  
Hwy. 116 South  
Booneville, AR 72927

ZONE 3  
Human Development Center  
4701 Colony Drive  
Jonesboro, AR 72401

Northeast Arkansas  
Community Correction Center  
1351 Cyro Road  
Osceola, AR 72370

ZONE 4  
Human Development Center  
Warren Unit  
#1 Center Circle  
Warren, AR 71671

ZONE 5  
Human Development Center  
Arkadelphia Unit  
Hwy. 390 (Caddo Valley)  
Arkadelphia, AR 71923

Arkansas Law Enforcement  
Training Academy  
East Camden, AR 71701

Southwest Arkansas  
Community Correction Center  
506 Walnut

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Texarkana, AR 71854				
Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10124648 Cocoa, Mix, Hot, Individual Packets GFS, 6/50 1/oz	1 Case	36.76	\$ 36.76
0020	10124649 Breakfast, Instant, Individual Packets, Carnation, 8/8 oz, Chocolate, Vanilla & Strawberry	820 Case	27.79	\$ 22,787.80
0030	10124663 Tea, Bags, Orange Pekoe & Black Fancy, 3 GFS, 24/3 oz	1 Case	16.68	\$ 16.68
0040	10124669 Beverage, Juice, Apple, Pop Top, 5.5 - 6 Bluebird, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	12 Case	15.80	\$ 189.60
0050	10124670 Beverage, Juice, Grape, Pop Top, 5.5 - 6 Bluebird, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	12 Case	18.63	\$ 223.56
0060	10124671 Beverage, Juice, Orange, Pop Top, 5.5 - Bluebird, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	12 Case	16.45	\$ 197.40
0070	10124672 Beverage, Juice, Pineapple, Pop Top, 5.5 Bluebird, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	1 Case	16.21	\$ 16.21
0080	10124673 Beverage, Juice, Tomato Juice, Pop Top, Sacramento, 48/6 oz, Not Refrigerated, MUST BE 100% JUICE	12 Case	13.41	\$ 160.92
0090	10124674 Beverage, Juice Vegetable Blend Pop Top Campbell, V-8, 48/5.5 oz	125 Case	20.54	\$ 2,567.50
0100	10124692 Juice, Lemon, Reconstituted, Individuals GFS, 500/4 grams	1 Case	11.03	\$ 11.03

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0110	10124694 Cereal, Rice, Cream of, 24 - 30 oz Nabisco, 12/28 oz	30 Case	36.69	\$ 1,100.70
0120	10124695 Cereal, Malt-O-Meal, 24 - 30 oz Quaker, Farina, 12/28 oz	115 Case	21.66	\$ 2,490.90
0130	10124719 Butter, Peanut, Individual, 0.50 - 2 oz Smuckers, 200/.75 oz	1 Case	27.57	\$ 27.57
0140	10124737 Mustard, 8 - 14 oz Frenchs, 24/8 oz	10 Case	19.62	\$ 196.20
0150	10124754 sauce,A1,5 oz A1, 24/5 oz	1 Case	38.52	\$ 38.52
0160	10124755 Sauce, AuJus, 4 - 8 oz Minor's, 12/17.3 oz	1 Case	71.37	\$ 71.37
0170	10124760 Sauce, Chili, # 10 GFS, 6/#10	10 Case	15.73	\$ 157.30
0180	10124762 Sauce, Chop Suey, 5 oz Kikkoman, 12/5 oz	10 Case	9.36	\$ 93.60
0190	10124764 Sauce, Heinze 57, 5 oz Heinz, 24/5 oz	1 Case	34.95	\$ 34.95
0200	10124767 Sauce, Pepper, 5 - 6 oz Franks Hot Cayenne, 24/5 oz	60 Case	19.62	\$ 1,177.20
0210	10124769 Sauce, Picante', Ready To Serve, 1 gal	20 Case	33.44	\$ 668.80

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	GFS, 4/1 gal			
0220	10124771 Sauce, Steak, 5 oz A-1, 24/5 oz	10 Case	38.52	\$ 385.20
0230	10124777 Chilis, Green, Chopped, 24 - 36 oz Ortega, 12/26 oz	1 Case	34.63	\$ 34.63
0240	10124817 Potatoes, Dehydrated, Scalloped, 28 - 36 Basic American, 6/36 oz	75 Case	37.10	\$ 2,782.50
0250	10124819 Potatoes, Dehydrated,Slices, White, 5 lb Basic American, 4/5 lbs	1 Case	39.20	\$ 39.20
0260	10124833 Beef Stew, #10 Hearthston, 6/#10	10 Case	48.53	\$ 485.30
0270	10124845 Soup, Chicken & Rice, 48 - 52 oz Heinz, 12/50 oz	1 Case	34.85	\$ 34.85
0280	10124846 Soup, Chicken Noodle, 48 - 52 oz Heinz, 12/50 oz	75 Case	29.54	\$ 2,215.50
0290	10124847 Soup, Cream Of Celery, 48 - 52 oz Heinz, 12/50 oz	60 Case	29.43	\$ 1,765.80
0300	10124848 Soup, Cream Of Chicken, 48 - 52 oz Heinz, 12/50 oz	125 Case	32.94	\$ 4,117.50
0310	10124849 Soup, Cream Of Mushroom, 48 - 52 oz Heinz, 12/50 oz	125 Case	32.68	\$ 4,085.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0320	10124850 Soup, Potato, 48 - 52 oz Campbell, 12/50 oz	1 Case	33.97	\$ 33.97
0330	10124851 Soup, Tomato, 48 - 52 oz Heinz, 12/50 oz	90 Case	25.93	\$ 2,333.70
0340	10124852 Soup, Vegetable, 48 - 52 oz Heinz, 12/50 oz	1 Case	33.61	\$ 33.61
0350	10124853 Soup, Vegetable Beef, 48 - 52 oz Heinz, 12/50 oz	40 Case	43.66	\$ 1,746.40
0360	10124916 Canned, Chicken, Boned Vane, 12/50 oz	60 Case	82.53	\$ 4,951.80
0370	10124917 Canned, Chili Con Carne, W/Beans Hearthstone, 6/#10	80 Case	38.13	\$ 3,050.40
0380	10124922 Canned, Dumplings, With Chicken Hearthstone, 12/50 oz	80 Case	38.39	\$ 3,071.20
0390	10124929 Canned, Ravioli, Beef In Tomato & Meat Chef Boyardee, 6/#10	155 Case	26.76	\$ 4,147.80
0400	10124934 Canned, Fruit, Cocktail In Light Syrup, GFS, 48/4 oz	1 Case	18.56	\$ 18.56
0410	10124936 Canned, Fruit, Grapefruit, Sections GFS, 12/50 oz	1 Case	30.78	\$ 30.78
0420	10124937 Canned, Fruit, Peaches, Diced	10 Case	18.56	\$ 185.60

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	GFS, 48/4 oz			
0430	10124940 Canned, Fruit, Pineapple, Sliced, Light GFS, 24/20 oz, US Grade B	1 Case	23.07	\$ 23.07
0440	10124941 Cranberry Sauce, Individual Ocean Spray, 200/ 1/2 oz	50 Case	16.71	\$ 835.50
0450	10124966 Fruits, Dried, Raisins Boghosian, 30 lbs	50 Case	31.13	\$ 1,556.50
0460	10124967 Fruits, Dried, Raisins Boghosian, 12/2 lbs	10 Case	27.84	\$ 278.40
0470	10124968 Fruits, Dried, Raisins, Individuals Boghosian, 6/1 1/2 oz /bx 24 pks/cs	10 Case	21.07	\$ 210.70
0480	10124976 Pudding, Butterscotch, Instant GFS, 12/24 oz - Package direction shall be included for both whole milk and nonfat dry milk. Packaged in moisture proof packages or cans.	50 Case	13.55	\$ 677.50
0490	10124977 Pudding, Chocolate, Instant GFS, 12/24 oz - Package direction shall be included for both whole milk and nonfat dry milk. Packaged in moisture proof packages or cans.	100 Case	14.95	\$ 1,495.00
0500	10124978 Pudding, Vanilla, Instant GFS, 12/24 oz - Package direction shall be included for both whole milk and nonfat dry milk. Packaged in moisture proof packages or cans.	100 Case	13.54	\$ 1,354.00
0510	10124989 Crackers, Cheese on Cheese Keebler, 12/12 ct, 6/cs	60 Case	27.39	\$ 1,643.40

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0520	10124990 Crackers, Peanut Butter Keebler, 12/12 ct, 6/cs	60 Case	26.62	\$ 1,597.20
0530	10124991 Cookies, Chocolate, Sandwich Oreo, 24/5 oz, Chocolate Chip, Cinnamon or Original	30 Case	24.36	\$ 730.80
0540	10125001 Crackers, Club, Salad Crackers Keebler, 300/2 pkg	10 Case	12.35	\$ 123.50
0550	10125002 Crackers, Assortment Keebler, 7.5 lbs/1038 ct, each case contains 6 sleeves each of Rye w/Caraway and Poppy Seed, Questo, Canape Wheat Rounds with Sesame Seeds and Crisp Bix (a Ritz like cracker).	10 Case	26.85	\$ 268.50
0560	10125003 Crackers, Ritz Nabisco, 6/40 oz	50 Case	27.81	\$ 1,390.50
0570	10125004 Crackers, Graham, Meal Keebler, 10 lbs	50 Case	10.63	\$ 531.50
0580	10125005 Crackers, Graham, High Fiber Keebler, 150-3 ct	10 Case	17.33	\$ 173.30
0590	10125006 Crackers, Graham, Individual Kellogg, 200/2 ct	1 Case	7.62	\$ 7.62
0600	10125007 Crackers, Graham, Milk and Honey Keebler, 6/32 oz	100 Case	23.33	\$ 2,333.00
0610	10125008 Crackers, Soda, Salt Free, Fat Free Keebler, Zesta, 300 pkg, unsalted	10 Case	9.47	\$ 94.70

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0620	10125009 Crackers, Soda, Salted Keebler, Zesta, 500/2 ct	40 Case	10.92	\$ 436.80
0630	10125010 Crackers, Soda, Salted, Multi-Pack Nabisco, 6/32 oz	125 Case	17.20	\$ 2,150.00
0640	10125011 Crackers, Wheat, Wheatsworth Keebler, 300-2 ct	10 Case	13.88	\$ 138.80
0650	10125029 Bakery Mix, Dessert, Dry, Cheese Cake Jello, 6/4 lbs, NON-COOK ONLY	50 Case	58.58	\$ 2,929.00
0660	10125033 Soda, Baking, 16 - 28 oz Hospitality, 12/2 lbs	60 Case	10.44	\$ 626.40
0670	10125034 Butter, Substitute, Butter Flavor Butter Bud, 24/4 oz	10 Case	26.14	\$ 261.40
0680	10125036 Chocolate, Chips, Semi-Sweet, Real GFS, 4/4 lb	75 Case	39.86	\$ 2,989.50
0690	10125039 Coconut, Shred, Fancy, Sweetened GFS, 5/2 lbs	45 Case	13.35	\$ 600.75
0700	10125043 Coconut, Flakes, Sweetened GFS, 5/2 lbs	1 Case	13.45	\$ 13.45
0710	10125045 Vegetable, Dehydrated, Celery Trade East, 16 oz	1 Case	4.23	\$ 4.23
0720	10125046 Vegetable, Dehydrated, Green Peppers	20 Case	15.14	\$ 302.80

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	GFS, 25 oz				
0730	10125047 Vegetable, Dehydrated, Onion Flakes GFS, 15 lbs	320	Case	2.18	\$ 697.60
0740	10125050 Milk, Evaporated, 12 - 16 oz Jersey, 48/12 oz	10	Case	32.37	\$ 323.70
0750	10125062 Food Color, Liquid, Blue, Pure GFS, 1 qt	10	Case	5.45	\$ 54.50
0760	10125064 Food Color, Liquid, Eggshell GFS, 1 qt	10	Case	6.37	\$ 63.70
0770	10125063 Food Color, Liquid, Green, Pure GFS, 1 qt	10	Case	5.95	\$ 59.50
0780	10125065 Food Color, Liquid, Red, Pure GFS, 1 qt	10	Case	5.54	\$ 55.40
0790	10125066 Food Color, Liquid, Yellow Pure GFS, 1 qt	10	Case	6.37	\$ 63.70
0800	10125067 Smoke, Liquid GFS, 1 qt	30	Case	3.68	\$ 110.40
0810	10125068 Marshmallows, White, Regular Gilster, 12/1 lb	60	Case	14.06	\$ 843.60
0820	10125069 Marshmallows, White, Tiny Gilster, 12/1 lb	80	Case	14.06	\$ 1,124.80

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0830	10125072 Milk, Condensed, Sweetened, #10 Eagle Brand, 6/#10	20 Case	96.77	\$ 1,935.40
0840	10125088 Gravy, Color, 32 oz Kitchen Bouquet, 12/qt	1 Case	62.38	\$ 62.38
0850	10125089 Topping, Dream Whip, Mix, 6 - 12 oz Rich's, 12/12 oz	1 Case	18.86	\$ 18.86
0860	10125090 Topping, Dream Whip, Mix, 12 - 16 oz GFS, 12/1 lb	35 Case	21.53	\$ 753.55
0870	10125117 Spices, Salt, Table, Granulated, Iodized GFS, 6000/ct	10 Case	6.13	\$ 61.30
0880	10125118 Spices, Pepper, Black, Ground, Pure GFS, 6000/ct	10 Case	10.27	\$ 102.70
0890	10125157 Dietetic Foods, Applesauce, 3 - 5 oz Knouse, 72/4 oz, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1 Case	19.65	\$ 19.65
0900	10125169 Dietetic Foods, Powder Type Carbotrol, 18/2.75 oz, Dessert Gelatin, Assorted Flavors to include but not limited to strawberry, cherry, raspberry, strawberrybanana, blueberry, orange, green apple, lime, lemon, watermelon, peach, etc., Presweetened W/Nutra Sweet, D-Zerta, Or Splenda. Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate that the Products are the Dietetic Type. Items Yield Must Be Listed.	50 Case	46.78	\$ 2,339.00
0910	10125193 Soup, Chicken Noodle, Low Sodium	1 Case	14.32	\$ 14.32

## GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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## STATE OF ARKANSAS

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## Term Contract

Vendor No. 100110968  
Contact Marla Mitchell  
Your reference SP-06-0329

Contract No. 4600011322  
Date 07/31/2006  
Our reference ST

Item	Material/Description	Target QtyUM	Unit Price	Amount
	Campbell, 24/7 1/4 oz, Ready To Serve			
0920	10125194 Soup, Cream Of Mushroom, Low Sodium Campbell, 12/10.5 oz, Ready To Serve	1 Case	11.55	\$ 11.55
0930	10125195 Soup, Tomato, Low Sodium Campbell, 24/7 1/4 oz, Ready To Serve	1 Case	13.45	\$ 13.45
0940	10125196 Soup, Vegetable, Low Sodium Campbell, 24/7 3/4 oz, Ready To Serve	1 Case	13.99	\$ 13.99
0950	10125197 Juice, V-8, Low Sodium Campbell, V-8, 48/5.5 oz	10 Case	20.54	\$ 205.40
0960	10125208 Bacon, Crumbles, Imitation Imagic, 10 lbs	35 Case	17.63	\$ 617.05
0970	10125209 Cheese, Parmesan, Grated Primo Gusto, 12/1 lb	100 Case	3.91	\$ 391.00
0980	10125210 Pecans, Pieces GFS, 4/2.5 lbs	20 Case	62.67	\$ 1,253.40
0990	10125213 Shells, Taco, Corn, Round, Deep Fried GFS, 200/bx	20 Case	12.77	\$ 255.40

## OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.

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## Term Contract

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4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase

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commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

**13.VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**14.INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

**15.STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

**16.ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

**17.OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

**18.LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

**19.QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

**20.DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

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